



OPERATIONS SERVICES DEPARTMENT

REQUEST FOR PROPOSALS #OSD 2020-302

WEED ABATEMENT SERVICES

Bid Due Date:

August 18, 2020

By 2:00pm

**City Clerk's Office
123 Main Street
Pleasanton, CA 94566**

BID MAY BE DISQUALIFIED IF BID PACKAGE DOES NOT INCLUDE ALL REQUESTED DOCUMENTS AND DOES NOT ADHERE TO ALL OF GUIDELINES IN THIS DOCUMENT

APPROVED

**Kathleen Yurchak
Director of Operations and Water Utilities**

I. INTRODUCTION

INTENT

The City of Pleasanton is seeking proposals for weed abatement landscape services at various street right-of-ways, City owned lots, and open space locations throughout the City limits. Services may also include additional work, which will be billed as “extra work” at the direction of the Parks Superintendent. All work to be performed shall be in accordance with the City of Pleasanton Standard Specifications and Details dated November 2016 and shall be overseen by the Parks Superintendent or his designee (all reference hereafter to the Parks Superintendent shall include his designee).

II. BACKGROUND

DESCRIPTION OF WEED ABATEMENT LOCATIONS

The Operations Services Department, Parks Maintenance Division manages weed abatement within 24.27 square miles of City property. The weed abatement locations are comprised of Utilities, Streets, and Park divisional sites. Currently there are a total of 149 weed abatement sites. A detailed map book (Exhibit A) will be attached to the Weed Abatement Services RFB.

To better understand the project and the division, please visit the City website at:
<http://www.cityofpleasantonca.gov/gov/depts/os/parks.asp>

III. PROCUREMENT SCHEDULE

EVENT	DATE	LOCATION/NOTES
RFP Advertised	Monday August 3, 2020	https://www.cityofpleasantonca.gov/business/bids.asp
Optional – Bidders Conference (Contact Management Analyst to sign up)	Tuesday August 11, 2020	Virtual Meeting
Written Questions Due	Thursday August 13, 2020	To Management Analyst Only
Addendum Issued	AS NEEDED	By Management Analyst
Proposal Submittal Due Date	Tuesday August 18, 2020	at: Pleasanton City Clerk PO Box 520 123 Main Street Pleasanton, CA 94566
Evaluation Period	August 19 – 21, 2020	City Selection Committee
Council Consent Date	September 15, 2020	Virtual Online
Contract Start Date	October 01, 2020	

Special Note: After Proposal submittal deadline, all other dates are approximate and will be adjusted accordingly.

IV. SCOPE OF WORK/SCHEDULE OF DELIVERABLES

The following is the scope of work:

1. **Pest Control Services** – Provide the ability to apply pesticides to control unwanted weed species.
2. **String Line Trimming Services** – Provide the ability to hand line trim various locations.
3. **Mowing Services** – Provide the ability to perform mowing operations in swales and vacant lots.
4. **Tractor Services** – Provide the ability to mow and disc open space and vacant lots.
5. **Hauling and Disposal of All Debris** - Provide proper hauling and disposal of all debris resulting from activities on City-owned properties.
6. **Annual Fire Break Abatement** – Provide the ability to perform annual mowing and weed abatement in identified fire break areas throughout the City.
7. **Utility Weed Abatement** - Weed abatement of water and sewer pump stations, v-ditches, bio-swales, and road edges as described in the specific requirements.
8. **Street Weed Abatement** - Weed abatement of curb edges, vacant lots, and median hardscape as described in the specific requirements.
9. **Park Weed Abatement** - Weed abatement of open space parkland, and park locations as described in the specific requirements.
10. **Monthly Work Schedule Submittals** - Twice-monthly, on a schedule to be determined by the Parks Superintendent, provide updates on all current and future activities to the Parks Superintendent. On a monthly basis, submit to Superintendent a summary of pesticide use.
11. **Supervision and Management** - Provide daily on-site supervision of crew and management of site. Respond to daily service requests and questions. If necessary, respond to emergency requests for services after normal business hours for property or life safety purposes.

All work is performed in accordance with City standards and specifications, and at the direction of the Parks Superintendent.

V. SPECIFIC REQUIREMENTS

A. GENERAL

1. The Contractor must file a yearly schedule with the City for anticipated pest control work. This schedule shall include all herbicides, fungicides, and plant growth regulators.
2. Integrated Pest Management - Contractor shall apply the principles of Bay Friendly Landscaping and comply with the City of Pleasanton's Integrated Pest Management Policy (Exhibit B). Prior to any chemical application by Contractor, the Contractor must submit to the City a completed form detailing the chemicals to be used, the means of application (high pressure spray rig, back pack sprayer, etc.), quantities, area to be treated, and desired time of application. The City will respond to this submittal, if approved, with instructions as to the timing, and precautions for the requested application. Contractor must provide Material Safety Data sheets (MSDS) for all chemicals proposed to be used and must receive approval prior to their use. MSDS sheets plus data are to be updated annually. During the use or application of any

chemical, special care must be exercised during such use in the vicinity of homes, near waterways, etc., during windy conditions. In some cases, it may be necessary to apply chemicals during off hours or weekends. Particular care should be exercised to avoid applications at times or under conditions that would annoy or alarm homeowners. Pesticide Advisor's recommendation must be available on-site during application of pesticides.

- a) The Contractor must file with the City, their plan for disposal of hazardous materials, waste oil, pesticides, etc., and how they will handle a chemical spill.
- b) All materials shall be applied under the supervision of a licensed Qualified Applicator. Apply all methods of pest and disease control in accordance with all governing regulations and with the requirements specified on the product label.
- c) The Contractor shall use the pesticide which uses the least residual that is effective for controlling a particular problem. Routine "preventive" use of pesticides is discouraged, as it destroys natural predator-prey relationships that are beneficial to the balance of the landscape ecosystem.
- d) Inform the City at least two working days in advance of the Contractor's applying chemicals. Inspection of the application of the chemicals may be required by the City.
- e) Obtain a written permit from County for all such measures registered as RESTRICTED. Submit all information required to obtain permits; annual permits for regular use of control measures may be obtained as allowed by the County.
- f) Submit a Notice of Intent to County at least 24 hours prior to proposed time of application of all RESTRICTED materials.
- g) At the end of each month, submit a record of all control measures used to both the County and City. This includes biological control measures as well as chemical; only pure fertilizers not containing any pesticides or other non-fertilize chemicals are exempt from this requirement. Consult a representative for the County Department of Agriculture for more information. Use standard County forms for this submittal. Report must designate the chemical use, date, location and rate for the City of Pleasanton contract sites.
- h) Puncture vine, *Tribulus terrestris*, shall be eradicated from all weed abatement sites. Puncture vine allowed to form seed shall be removed by hand from each site in a manner that does not spread the seed.

B. SCHEDULE

1. Contractor shall perform services on the days of Monday through Friday during normal working hours, 8:00 a.m. to 5:00 p.m. Work will be performed on a regular basis for approximately 52 weeks annually. Should there be any decrease in the amount of work, the Contractor shall check in with the City on a weekly basis and be available within 48 hours for regular work.

2. Contractor shall be responsible for coordinating all weed abatement activity with City designee. Contractor shall establish a uniform time schedule for performance of routine work.
3. Contractor shall respond to the City's request for work within 24 hours of notification and said work shall begin within 7 calendar days of the request.
4. Contractor shall provide 24-hour notification to property owners and/or business owners when performing work adjacent private property.
 - a) No notification is required for emergency call-out work.
 - b) If resident or business owner objects to line trimming or other weed abatement work, Contractor may be required to delay work until complaint is resolved by City. If objection to trimming occurs while work is in progress, Contractor shall immediately stop work at the location in question and immediately notify the Parks Superintendent. Work shall not resume until authorized.
 - c) In the event of complaints by a resident, the Contractor shall make every effort to resolve the issue to the mutual satisfaction of both parties. If Contractor cannot resolve the complaint, they shall contact the Parks Superintendent.
 - d) In case of emergencies, changing work location, and other urgent matters, the City will be immediately contacted.
 - e) During weeks in which there is a holiday, Contractor shall perform all work at all sites during the remaining workdays of that week.

C. UTILITY WEED ABATEMENT

1. Except as noted in the "Utility Weed Abatement" map book (Exhibit A), all locations labeled "Industrial" including pump stations and water tanks areas shall be maintained in a weed free condition using pre and post emergent herbicides. In addition, any perimeter fencing will be maintained in a weed free condition 2 feet to the exterior of the fence. Any weeds allowed to grow shall be remove from the site by the contractor. Within the fenced areas of each site when rodents are present, the contractor shall provide rodent control.
2. Except as noted in the "Utility Weed Abatement" map book, all locations labeled "Bioswale" shall be maintained in a broadleaf free condition with the use of broadleaf herbicides and shall be mowed to 5 inches once a year during the month of May on a schedule approved by the Park Superintendent.
3. Except as noted in the "Utility Weed Abatement" map book, all locations labeled as "V-ditch" shall be kept free of debris at all times and shall be kept weed and brush free two (2) feet from each side of the V-ditch.
4. Except as noted in the "Utility Weed Abatement" map book, all locations labeled as "Roadside" shall be kept weed and brush free two (2) feet from the curb line.
5. Puncture vine, *Tribulus terrestris*, shall be eradicated from all weed abatement sites. Puncture vine allowed to form seed shall be removed by hand from each site in a manner that does not spread the seed.

D. STREET WEED ABATEMENT

1. Areas identified as “Street Median Hardscape” shall be maintained in weed free condition.
2. Except as noted in the “Street Weed Abatement” map book, areas identified as “Roadside” shall be kept weed and brush free two (2) feet from the curb line.
3. Except as noted in the “Street Weed Abatement” map book, areas identified as “Freeway Interchange” shall have bi-monthly litter and debris pick up.
4. Areas identified as “Annual Weed Abatement” shall be line trimmed within four (4) inches of the ground in the month of May. The annual schedule for line trimming shall be preapproved by the Park Superintendent. At the direction of the Park Superintendent, seasonal weather variations may shift the work to the months of April or June.
5. Puncture vine, *Tribulus terrestris*, shall be eradicated from all weed abatement sites. Puncture vine allowed to form seed shall be removed by hand from each site in a manner that does not spread the seed.

E. PARK WEED ABATEMENT

1. Areas identified as “Annual Weed Abatement” shall be line trimmed once within four (4) inches of the ground in the month of May. Before work begins, the annual schedule for line trimming shall be pre-approved each year by the Park Superintendent. At the direction of the Park Superintendent, seasonal weather variations may shift the work to the months of April or June.
2. Puncture vine, *Tribulus terrestris*, shall be eradicated from all weed abatement sites. Puncture vine allowed to form seed shall be removed with all seed by hand from each site in a manner that does not spread the seed.
3. Goat Grass, *Aegilops triuncialis*, shall be eradicated from all weed abatement sites. Goat Grass allowed to form seed shall be removed with all seed by hand from each site in a manner that does not spread the seed.

F. DEBRIS REMOVAL

1. All trimmings and debris resulting from work that cannot be recycled as ground mulch, shall be promptly removed from the work site and properly disposed of at the Contractor’s expense.

G. VEHICLE ACCESS

1. When working in street locations and transportation of equipment on public streets contractor shall comply with California State Vehicle Code. Contractors are required to provide all safety cones, sign boards, arrow boards and other appropriate measures and equipment as prescribed by the Department of Transportation Manual on Uniform Traffic Control Devices (MUTCD) for traffic control.
2. When working in a park location, Vehicle access is limited to the sidewalk. At no time shall the Contractor drive vehicles on the turf, basketball courts, or other landscaped or hardscaped area(s) unless written permission is supplied by the Parks Superintendent.
 - a) At park locations where sidewalk access is permitted, the Contractor will be required to temporarily remove a bollard for access. Upon leaving each park site the Contractor shall replace all bollards that he has moved.

- b) The Contractor must drive slowly and carefully while performing any associated work in park locations and yield to park users.
- c) All vehicles utilized by the contractor shall have wording which clearly identifies the contractor.

H. EQUIPMENT

1. Standard weed abatement equipment shall always be used and maintained in a satisfactory condition and in compliance with State and Federal/OSHA regulations. Equipment not suitable to produce the quality of work required shall not be permitted to work. All tools shall be clean, sharp, in proper working order, and shall be checked for safety before each job. All trucks, chippers, and other heavy equipment shall be in good operating condition, well maintained and in compliance with all applicable laws and regulations.
2. Equipment shall be operated in a manner which will minimize noise. Trimmers shall not be operated in one location for extended periods of time.

Storage Facility: It is the contractor's responsibility to provide a storage facility. The City does not provide facilities or storage space for the contractor's use.

I. CONTROL, SUPERVISION AND APPROVAL AUTHORITY

1. Unless otherwise provided by specific provisions, contractor's operations and activities pursuant to any contract resulting from this RFP shall be under the control and supervision of the Parks Superintendent.
2. Whenever, under the provisions of any contract resulting from this RFP, the contractor is prohibited from conducting work unless contractor first obtains the approval or consent of the City, such approval and consent must be obtained from the Parks Superintendent.
3. **Supervision, Inspection, and Contract Compliance:** Contractor must provide for adequate supervision and inspection of all work performed to ensure that each requirement of these specifications is consistently met.
 - a) The contractor shall furnish a fully qualified supervisor who provides supervision of the crew and shall be readily available to meet with the Parks Superintendent as needed for the purposes of correcting problems, conflicts, and coordinating work schedules. The City reserves the right to request removal of any employee of the contractor for good cause. All contractors' work will be in City-specified areas only
 - b) Inspection by Parks Superintendent shall be made during normal City operating hours, unless otherwise arranged.
 - c) The progress and standard of quality of work to be accomplished shall be to the degree reasonably acceptable to the Parks Superintendent. In the event the Parks Superintendent determines contractor's work is unsatisfactory, contractor will be required to perform the additional work at no cost to the City.
 - d) A complete and up-to-date record of all weed abatement work shall be submitted bi-monthly (twice a month) to the City's Parks Superintendent. Work records will include, but not be limited to, type of work performed,

date, area, and any other information required by the City Parks Superintendent for City weed abatement records.

- e) Supervisor - Supervisor will have a minimum of five (5) continuous years as supervisor of complete landscaping service and at least two (2) years performing duties of a foreperson.
 - f) Crew Leader - Crew Foreperson shall have four (4) continuous years of on-the-job experience performing landscape maintenance and be English speaking. The Crew Leader shall be designated at the start of the Agreement. This Crew Leader shall not be changed unless approved by the City.
 - g) Spray-Fertilizer Technician - Spray-Fertilizer Technician shall have a minimum of two continuous years of pest management experience, fertilizing trees, shrubs, or lawns, and have a minimum of two years' experience operating 35 GPM hydraulic pump, and shall possess a current California Pest Control Operator's license.
4. **Uniforms:** All employees on site which are employed by the contractor are to wear clothing which clearly identifies the contractor.

J. DAMAGES

- 1. Precautions shall be taken to prevent damage to any adjacent trees or related plant life which is not a part of this Agreement.
- 2. All damages to landscaping, sprinklers, irrigation systems, hardscape, plants, or other landscape components shall be reported by contractor to the City and will be repaired by the City and billed to the contractor.

K. BIDDER QUALIFICATIONS

1. **Bidder Minimum Qualifications:**

- a) Bidder shall be regularly and continuously engaged in the business of providing successful landscaping services for at least three (3) years.

VI. **CITY PROCEDURES, TERMS, AND CONDITIONS**

A. TERMS

Duration of the Contract resulting from this RFP is for three (3) years from October 1, 2020 with an option to renew for two (2) additional one-year terms, not to exceed five years for the total Agreement. This Contract may be renewed only by mutual agreement between the parties, with intent to renew to be conveyed to the other party sixty (60) days prior to the end of the current Contract term. Each party retains the right to not renew the Contract at the time of receipt of such notice of intent to renew. Proposals will be locked in for three (3) years based on your bid submittals, however if extended by Amendment, the cost of each one-year term may increase only by the change in the Consumer Price Index (CPI) for the San Francisco-Oakland-San Jose Metropolitan Area (all items index; all urban consumers) for the twelve (12) month period ending in May each year as published by the Bureau of Labor Statistics, U.S. Department of Labor.

The current not-to-exceed amount is \$140,000 per year. However, the City does not guarantee any quantity of work.

B. VIRTUAL BIDDERS CONFERENCES

1. Optional virtual bidders conferences will be held to:
 - a) Provide an opportunity for bidders to ask specific questions about the project and request RFP clarification.
 - b) Provide the City with an opportunity to receive feedback regarding the project and RFP.
2. All questions will be addressed, and the list of attendees will be included, in an RFP Addendum following the conference.
3. Potential bidders are strongly encouraged to attend networking/bidders conference(s) in order to further facilitate subcontracting relationships. Vendors who attend will be added to the Vendor Bid List. Failure to participate will in no way relieve the Contractor from furnishing goods and/or services required in accordance with these specifications, terms and conditions. Attendance is highly recommended but not mandatory.
4. Contact the Management Analyst at dvillasenor@cityofpleasanton to be sent the link for the virtual bidders conference.

C. EVALUATION CRITERIA / SELECTION COMMITTEE

1. All proposals will be evaluated by a City Selection Committee (CSC). The CSC may be composed of City staff and other parties that may have expertise or experience in landscape maintenance services.
2. All contact during the evaluation phase shall be through Operations Services Department's Management Analyst. Bidders shall neither contact nor lobby evaluators during the evaluation process. Attempts by Bidder to contact and/or influence members of the CSC may result in disqualification.
3. Bidders are advised that in the evaluation of cost it will be assumed that the unit price quoted is correct in the case of a discrepancy between the unit price and an extension.
4. The CSC will select a short-list of firms qualified for this project to participate in an oral interview. The interviews, per the discretion of the City, will be via a video conferencing service.
5. Based on qualifications provided in statements and oral interviews, the committee will rank the consultants. The top ranked firm will be the selected firm.
6. The basic information that each section should contain is specified below, these specifications should be considered as minimum requirements. Much of the material needed to present a comprehensive proposal can be placed into one of the sections listed. However, other criteria may be added to further support the evaluation

process whenever such additional criteria are deemed appropriate in considering the nature of the goods and/or services being solicited.

7. Each of the Evaluation Criteria below will be used in determining the quality of bidders' proposals. The scores for all Evaluation Criteria will then be added, according to their assigned weight (below), to arrive at a score for each proposal. A proposal with a high total will be deemed of higher quality than a proposal with a lesser-weighted total. The final maximum score for any proposal is one hundred (100) points.

The Evaluation Criteria and their respective weights are as follows:

	Evaluation Criteria	Weight
A.	<p>Completeness of Response:</p> <p>Responses that do not include the proposal content requirements identified within this RFP and subsequent Addenda and do not address each of the items listed below will be considered incomplete, be rated a Fail in the Evaluation Criteria and will receive no further consideration.</p> <p>Responses that are rated a Fail and are not considered may be picked up at the delivery location within 14 calendar days of contract award and/or the completion of the competitive process.</p>	Pass/Fail
B.	Cost:	25 Points
C.	<p>Implementation Plan and Schedule:</p> <p>An evaluation will be made of the likelihood that Bidder's implementation plan and schedule will meet the City's expectations.</p>	40 Points
D.	<p>Relevant Experience:</p> <p>Proposals will be evaluated against the RFP specifications and the questions below:</p> <ol style="list-style-type: none"> 1. Do the individuals assigned to the project have experience on similar projects? 2. How extensive is the applicable experience of the personnel designated to work on the project? 	10 Points
E.	References (Bid Response Packet)	10 Points

F.	<p>Oral Presentation and Interview:</p> <p>The oral presentation by each qualified bidder shall not exceed sixty (60) minutes in length. The oral interview will consist of standard questions asked of each of the bidders and specific questions regarding the specific proposal. Bidders will also be expected to elaborate and explain the Implementation Plan and Schedule.</p> <p>The proposals may then be re-evaluated and re-scored based on the oral presentation and interview.</p>	15 Points
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D. CONTRACT EVALUATION AND ASSESSMENT

During the initial sixty (60) day period of any contract, which may be awarded to Contractor, the Parks Superintendent will meet with the Contractor to evaluate the system and services performance and to identify any issues or potential problems.

The City reserves the right to determine, at its sole discretion, whether:

1. Contractor has complied with all terms of this RFP; and
2. If, as a result of such determination, the City concludes that it is not satisfied with Contractor, Contractor's performance under any awarded contract and/or Contractor's goods and services as contracted for therein, the Contractor will be notified of contract termination effective thirty (30) days following notice. The City will have the right to invite the next highest ranked bidder to enter a contract. The City also reserves the right to re-bid this project.

E. NOTICE OF RECOMMENDATION TO AWARD

1. At the conclusion of the RFP response evaluation process ("Evaluation Process"), all bidders will be notified by e-mail of the contract award recommendation, if any, by the City. The document providing this notification is the Notice of Recommendation to Award.

The Notice of Recommendation to Award will provide the following information:

- a. The name of the bidder being recommended for contract award; and
- b. The names of all other parties that submitted proposals.
2. The submitted proposals shall be made available upon request no later than five (5) calendar days before approval of the award and contract is scheduled to be approved by City Council.

F. QUANTITIES

Quantities listed herein are annual estimates based on past usage and are not to be construed as a commitment. No minimum or maximum is guaranteed or implied.

G. PRICING

1. Prices quoted shall be firm for the first 36 months of any contract that may be awarded pursuant to this RFP.

2. Any price increases or decreases for subsequent contract terms may be negotiated between Contractor and City only after completion of the initial term.
3. Price quotes shall include all payment incentives available to the City.

H. AWARD

1. The award will be made to the most responsible bidder who meets the requirements of these specifications, terms and conditions.
2. Awards may also be made to the subsequent lowest responsible bidders who will be considered the Backup Contractors and who will be called in ascending order of amount of their quotation.
3. The City reserves the right to reject any or all responses that materially differ from any terms contained in this RFP or from any Exhibits attached hereto, to waive informalities and minor irregularities in responses received, and to provide an opportunity for bidders to correct minor and immaterial errors contained in their submissions. The decision as to what constitutes a minor irregularity shall be made solely at the discretion of the City.
4. The City has the right to decline to award this contract or any part thereof for any reason.
5. City Council approval to award a contract is required.
6. The RFP specifications, terms, conditions and Exhibits, RFP Addenda and Bidder's proposal, will be incorporated into and made a part of any contract that may be awarded as a result of this RFP.

I. ACCOUNT MANAGER / SUPPORT STAFF

1. Contractor shall provide a dedicated competent account manager who shall be responsible for the City account/contract. The account manager shall receive all orders from the City and shall be the primary contact for all issues regarding Bidder's response to this RFP and any contract which may arise pursuant to this RFP.
2. Contractor shall also provide adequate, competent support staff that shall be able to service the City during normal working hours, Monday through Friday. Such representative(s) shall be knowledgeable about the contract, products offered and able to identify and resolve quickly any issues including but not limited to order and invoicing problems.

II. INSTRUCTIONS TO BIDDERS

A. CITY CONTACTS

The evaluation phase of the competitive process shall begin upon receipt of sealed bids until a contract has been awarded. Bidders shall not contact or lobby evaluators during the evaluation process. To assure consistent information is disseminated to all proposers, questions related to this RFP are to be asked to members of City staff only with the knowledge and consent of the contact person named below. Attempts by Bidder to contact evaluators may result in disqualification of bidder.

All contact during the competitive process is to be through the Operations Services Department only. All questions regarding these specifications, terms and conditions are to be submitted in writing, preferably via e-mail by 5:00 p.m. on August 6, 2020 to:

Daniel Villaseñor, Management Analyst
City of Pleasanton, Operations Services Department
3333 Busch Road
Pleasanton, CA 94566
E-Mail: dvillaseñor@cityofpleasantonca.gov
Phone: (925) 931-5508

The City's website will be the official notification posting place of all Requests for Interest, Proposals, Quotes and Addenda. Go to <http://www.cityofpleasantonca.gov/business/bids.asp> to view current contracting opportunities.

B. SUBMITTAL REQUIREMENTS

1. All bids must be SEALED and must be received at the City Clerk's Office BY 2:00 p.m. on the due date specified in the Calendar of Events. **Due to COVID-19, City offices are closed; however, a City staff person will be on site from 1pm to 2pm on August 18, 2020.**

Bids will be received only at the address shown below, and by the time indicated in the Calendar of Events. Any bid received after said time and/or date or at a place other than the stated address cannot be considered and will be returned to the bidder unopened. The City Clerk's timestamp shall be considered the official timepiece for the purpose of establishing the actual receipt of bids.

2. Bids are to be addressed and delivered as follows:

Mailing Address
WEED ABATEMENT SVCS
RFP #OSD-2020-302
Office of the City Clerk
P.O. Box 520
Pleasanton, CA 94566

Shipping address (FedEx/UPS)
WEED ABATEMENT SVCS
RFP #OSD-2020-302
Office of the City Clerk
City of Pleasanton Civic Center
123 Main Street
Pleasanton, CA 94566

Bidder's name, return address, and the RFP number and title must also appear on the mailing package.

3. BIDDERS SHALL NOT MODIFY BID FORM(S) OR QUALIFY THEIR BIDS. BIDDERS SHALL NOT SUBMIT TO THE CITY A SCANNED, RE-TYPED, WORD-PROCESSED, OR OTHERWISE RECREATED VERSION OF THE BID FORM(S) OR ANY OTHER CITY-PROVIDED DOCUMENT.
4. **Six** hard copies of the Proposal shall be submitted.
5. Proposals shall include a COVID-19 safety plan.
6. No email (electronic) or facsimile bids will be considered.

7. All proposals shall be submitted according to the specifications set forth in the RFP. Failure to adhere to these specifications may be cause for rejection.
8. Once submitted, proposals, including the composition of the consulting staff, shall not be changed without prior written consent.
9. All requests for clarification for this RFP must be made in writing. The City will only respond to written questions from consultants who have received this RFP. The City cannot respond to verbal questions submitted by telephone or in person.
10. All costs required for the preparation and submission of a bid shall be borne by Bidder.
11. Only one bid response will be accepted from any one person, partnership, corporation, or other entity; however, several alternatives may be included in one response. For purposes of this requirement, “partnership” shall mean, and is limited to, a legal partnership formed under one or more of the provisions of the California or other state’s Corporations Code or an equivalent statute.
12. All other information regarding the bid responses will be held as confidential until such time as the City Selection Committee has completed its evaluation, a recommended award has been made by the City Selection Committee, and the contract has been fully negotiated with the recommended awardee named in the recommendation to award/non-award notification(s). The submitted proposals shall be made available upon request no later than five (5) calendar days before the recommendation to award and enter into contract is scheduled to be heard by City Council. All parties submitting proposals, either qualified or unqualified, will receive mailed recommendation to award/non-award notification(s), which will include the name of the bidder to be recommended for award of this project.
13. Bidder expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms “claim” and “knowingly” are defined in the California False Claims Act, Cal. Gov. Code, §12650 et seq.), City will be entitled to civil remedies set forth in the California False Claim Act. It may also be considered fraud and the Contractor may be subject to criminal prosecution.
14. The undersigned Bidder certifies that it is, at the time of bidding, and shall be throughout the period of the contract, licensed by the State of California to do the **type** of work required under the terms of the Contract Documents. Bidder further certifies that it is regularly engaged in the general class and type of work called for in the Bid Documents.
15. It is understood that City reserves the right to reject this bid and that the bid shall remain open to acceptance and is irrevocable for a period of one hundred eighty (180) days, unless otherwise specified in the Bid Documents.

C. RESPONSE FORMAT

Bid responses are to be straightforward, clear, concise and specific to the information requested. Bid responses, in whole or in part, are NOT to be marked confidential or proprietary. City may refuse to consider any bid response or part thereof so marked. Bid responses submitted in response to this RFP may be subject to public disclosure.

VIII. MISCELLANEOUS GENERAL PROVISIONS

Contractor must provide and maintain in full force for the duration of the agreement General Liability and Bodily Injury Insurance, Automobile Insurance, Worker's Compensation Insurance and Certificates of Insurance according to attached Agreement. The selected contractors and their sub-contractors are required to submit certificates of insurance in accordance with the requirements of the standard agreement.

Working Hours. The Contractor shall comply with all applicable provisions of Section 1810 to 1815, inclusive, of the California Labor Code relating to working hours. The Contractor shall, as a penalty of the City, forfeit \$25.00 for each worker employed in the execution of the contract by the Contractor or by any Subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and 40 hours in any one calendar week, unless such worker receives compensation for all hours worked in excess of eight (8) hours at not less than 1-1/2 times the basic rate of pay.

D.I.R.

Contractors will be subject to registration and annual renewal fee to the Department of Industrial Relations (DIR) per Senate Bill 854. The mandate applies to all contractors and sub-contractors who intend to bid or perform work on public works projects (as defined in the Labor Code).

Registration of Contractors with the Department of Industrial Relations

For bids submitted on or after March 1, 2015, and contracts entered into on or after April 1, 2015, the bidder and its sub-contractors must be registered and qualified to perform public work pursuant to section 1725.5 of the Labor Code, subject to limited legal exceptions under Labor Code section 1771.1. A contractor or sub-contractor shall not be qualified to bid on, be listed in a bid proposal, or engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to Section 1725.5. A bid will not be accepted, nor any contract entered into without proof that the bidder and its sub-contractors are registered with the California Department of Industrial Relations to perform public work pursuant to Labor Code Section 1725.5, subject to limited legal exceptions.

Certified Payroll Records

For projects awarded on or after April 1, 2015, Contractor shall furnish the records specified in California Labor Code section 1776, including but not limited to the certified payrolls, directly to the Labor Commissioner. The Contractor shall furnish the records specified in California Labor Code section 1776 to the Labor Commissioner for all projects, whether new or ongoing, awarded on or after January 1, 2016." Copies of those certified payroll records shall also be submitted electronically to the City.

Job Site Postings by Contractor

Contractor is required to post all job site notices prescribed by law or regulation. See 8 Calif. Code Reg. section 16451(d).

Invoices submitted to the City for payment must include description of work performed, location of work performed, number of personnel used, time spent by personnel, type of equipment used, time equipment used, and materials furnished. Back-up materials (invoices, receipts) must be included. All rental receipts must be furnished, and markup must be provided. Rates included on the invoice must match the agreement.

Designated City representative will determine satisfactory work performance. Contractor will clean facilities, stations, roadways, and any other areas littered or soiled by their maintenance operations and/or equipment.

Contractor will use 100% imported backfill as per City of Pleasanton's Standard Specifications and Details (November 2016) which can be accessed at:

<http://www.cityofpleasantonca.gov/civicax/filebank/blobdload.aspx?BlobID=28996>.

City of Pleasanton's Standard Specifications and Details (November 2016) can be obtained at the City's Department of Community Development/Engineering, 200 Old Bernal, Pleasanton, at a cost of \$20 per set.

Contractor will off haul and dispose of any unsuitable material to include dump fees.

Contractor will be responsible to obtain all necessary permits to perform work (encroachment, building, etc.), if necessary, and a schedule of inspection, Underground Service Alerts, and a current Cal-OSHA excavation permit (the City of Pleasanton will notify USA for emergency work only).

Contractor's crews shall always be identified either by a Company uniform, or by a safety vest worn outside other clothing with the Company name clearly displayed. Vehicles will have a Company sign clearly displayed.

The City will not pay travel time. Any Contractor desiring to cover these costs will need to incorporate them in the applicable hourly rates.

Contractors are required to provide all safety cones, sign boards, arrow boards and other appropriate measures and equipment as prescribed by the Department of Transportation Manual on Uniform Traffic Control Devices (MUTCD) for traffic control. Contractor must submit a traffic control plan to the City of Pleasanton Operations Services Department for approval, 48 hours prior to the scheduled work.

Labor Code/Prevailing Wages. Contractor shall comply with the requirements of the California Labor Code including, but not limited to, hours of labor, nondiscrimination, payroll records, apprentices, workers' compensation and prevailing wages.

No less than the general prevailing rate of per diem wages, and not less than the general prevailing rate of per diem wages for holidays and overtime work, for each craft, classification or type of worker needed to execute the work under this Agreement shall be paid to all workers, laborers and mechanics employed in the execution of the work by the contractor or any sub-contractor doing or contracting to do any part of the work. The appropriate determination of the Director of the California Department of Industrial Relations shall be filed with, and available for inspection, at the City offices. Contractor shall post, at each job site, a copy of the prevailing rate of per diem wages. The Contractor shall forfeit fifty dollars (\$50.00) for each calendar day or portion thereof for each worker paid less than the stipulated prevailing rates for any public work done under the Agreement by it or by any subcontractor under Contractor.

IX. OTHER REQUIREMENTS

The selected contractors and their sub-contractors shall each be required to obtain and maintain a City of Pleasanton business license.

BID RESPONSE PACKAGE

Required Documentation and Submittals

All the specific documentation listed below is **required** to be submitted with the Bid Response Packet in order for a bid to be deemed complete. Bidders shall submit all documentation, in the order listed below and clearly label each section with the appropriate title.

Submitted bid MUST contain the following or will be subjected to disqualification:

- ☐ 1. **CONTRACTOR INFORMATION:** name, address, year established, former names, principals of company and professional status as applicable.
- ☐ 2. **WORK EXPERIENCE:** 3 references for work or services that have been completed by your company in the last two years in the Bay Area or Greater San Joaquin Valley.
- ☐ 3. A letter disclosing any potential conflict of interest your company has in providing the services outlined in this RFP. The letter needs to include any personal relationship with any Pleasanton employee or official that will preclude you from performing or bidding on the service to the City.
- ☐ 4. **BID FORM**
- ☐ 5. **Implementation Plan:** The bid response shall include an implementation plan and schedule. In addition, the plan shall include a detailed schedule indicating how Bidder will accomplish scope of work. Also provide a list of proposed equipment to accomplish the actual service work requested in this RFP.
- ☐ 6. **Key Personnel:** Bid responses shall include a complete list of all key personnel associated with the RFP. This list must include all key personnel who will provide services/training to City staff and all key personnel who will provide maintenance and support services. For each person on the list, the following information shall be included:
 - a. The person's relationship with Bidder, including job title and years of employment with Bidder;
 - b. The role that the person will play in connection with the RFP;
 - c. Address, telephone, fax numbers, and e-mail address;
 - d. Person's educational background; and
 - e. Person's relevant experience, certifications, and/or merits.
- ☐ 7. **Electronic Copy of the Bid Response:** The electronic bid response should be a single file hardcopy PDF and it must be on disk or USB flash drive and enclosed with the sealed bid package. All signatures must be present in the electronic bid response (e.g., Bidders may want to sign any pages that require signature, scan them, and make them part of the electronic file).
- ☐ 8. Any additional information deemed necessary by your company to assist the City in the selection process including any special project provisions or specifications that the contractor brings to the bid process and actual service work.

CONTRACTOR INFORMATION

(Required)

CONTRACTOR: (Company Name)		Year Est.:
BUSINESS ADDRESS:		
WEBSITE:		
DIR REGISTRATION NUMBER:	*DIR # must match the Company Named mentioned above	
APPLICABLE LICENSE(S) #:		
SUBMITTED BY: (Name & Title)	Name: Title:	
TELEPHONE:	Office: Cell:	
EMAIL:	Email: Email:	

SIGNATURE: _____ DATE: _____

TITLE: _____

SIGNATURE: _____ DATE: _____

TITLE: _____

I declare under penalty of perjury that I have the authority to execute this bid and that the foregoing is true and correct.

WORK EXPERIENCE / REFERENCES

(Required)

Years the Company has been in the Trade _____

Provide locations and contact information regarding three (3) projects or services that have been completed by your company in the last three (3) years within the Bay Area or San Joaquin Valley. Examples are to be of a similar type as type work you are bidding and with a public agency. Please provide a list of references of (3) on a separate sheet of paper if different than the ones listed below.

PROJECT I

LOCATION AND FOR AGENCY PERFORMED:	
CONTACT PERSON AND PHONE NUMBER:	
YEAR PERFORMED:	
TYPE OF WORK PERFORMED:	
CONTRACT AMOUNT:	

PROJECT II

LOCATION AND FOR AGENCY PERFORMED:	
CONTACT PERSON AND PHONE NUMBER:	
YEAR PERFORMED:	
TYPE OF WORK PERFORMED:	
CONTRACT AMOUNT:	

PROJECT III

LOCATION AND FOR AGENCY PERFORMED:	
CONTACT PERSON AND PHONE NUMBER:	
YEAR PERFORMED:	
TYPE OF WORK PERFORMED:	
CONTRACT AMOUNT:	

BID FORM - RATES

(Required)

Fill in the rate sheets below to provide cost structure for services requested by the City.

A. HOURLY RATES (Hourly – Regular Time)

Item No.	Job Description	Hourly Rate Year 1	Hourly Rate Year 2	Hourly Rate Year 3
1	Site Supervisor	\$	\$	\$
2	Foreman/Leadworker	\$	\$	\$
3	Pest Control Technician	\$	\$	\$
4	Operator/Mower	\$	\$	\$
5	Journeymen	\$	\$	\$
6	Laborer/Apprentice	\$	\$	\$

B. MARK-UPS ON MATERIALS AND RENTALS

Materials/Rentals	Example	% Mark Up
Materials/Chemicals	Invoicing must be demonstrated as a percentage. Example: Material \$1,000 + 10% (\$100) = \$1,100	%
*Outside Equipment (Rentals)	Invoicing must be demonstrated as a percentage. Example: Outside Equipment \$2,000 + 10% (\$200) = \$2,200	%

*Rental Equipment must be pre-approved by Parks Superintendent

C. ALTERNATIVE/SPECIALTY SERVICES (Optional based on request by City)

Item No.	Job Description	Hourly Rate Year 1	Hourly Rate Year 2	Hourly Rate Year 3
1	Tractor Services – Large tract mowing and discing (include tractor & operator)	\$	\$	\$
2	Other (specify):	\$	\$	\$

The cost quoted above shall include all taxes and all other charges, including travel expenses, and is the cost the City will pay for the term of any contract that is a result of this bid.

The listed prices include the composite price for labor and equipment, including all incidental power tools, hand tools and vehicles.